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FILED
Clerk
District Court

MAR 12 2008

For The Northern Mariana Islands
By _____
(Deputy Clerk)

Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS**

MODESTA MANGLONA NADAR

Civil Action No. CV-07-0023

Plaintiff,

v.

**SETTLEMENT AGREEMENT
and
GENERAL RELEASE**

EFREM S. TAIMANO, dba
JOE & SON'S ENTERPRISES.

Defendant.

The parties to this Settlement Agreement and General Release, Plaintiff MODESTA MANGLONA NADAR and Defendant EFREM S. TAIMANO wishing to settle the dispute between them by agreement, do hereby stipulate that the following Settlement Agreement shall be the full and final resolution of this case.

RECITALS

WHEREAS, Defendant Efrem S. Taimano, dba *Joe & Son's Ent.* (hereinafter referred to as Defendant "Taimano") is an doing business in the island of Rota and at all relevant times, the owner and operator of the *Joe & Son's Ent.*

WHEREAS, Plaintiff Modesta M. Nadar, is an individual with a disability. She suffers from seizures. She uses a wheelchair for mobility.

WHEREAS, the Division of Immigration of the Commonwealth of the Northern Mariana Islands is renting office spaces from Defendant Taimano located at the first and second floors of the Joe & Sons Building.

WHEREAS, on or about June 16, 2005, Plaintiff went to the Immigration office on the second floor of the Joe & Sons Building. While on the premises of Joe & Sons Building, she had a seizure and fell.

WHEREAS, as a result of the fall, Plaintiff suffered injuries and pain.

WHEREAS, through this agreement and upon the payment as hereinafter agreed to, Plaintiff will have been fully compensated for the claims made against Defendant.

WHEREAS, this agreement has been entered into by the parties on February 25, 2008.

WHEREFORE, the parties agree as follows:

SETTLEMENT AGREEMENT

1. Settlement. Subject to the terms, covenants, and conditions set forth in this agreement, the settling parties have agreed to settle the claims and other issues raised in this Civil Action No. CV 07-0023 as full satisfaction of the Plaintiff's claim against Defendant.

2. **No Admission of Liability.** This Settlement Agreement and General Release shall not be construed as an admission of any negligence, recklessness, willful misconduct, liability, or fault of any kind whatsoever by Defendant or by any other person or entity whatsoever, but is to be construed strictly as a compromise of contested claims.

3. Sum to Pay. Defendant shall pay the total amount of Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00) to the Plaintiff.

4. Time of Payment. Payment of the consideration for the Release shall be in installments. The first payment in the amount of Five Thousand Dollars (\$5,000.00) shall be made upon execution of this agreement. Consecutive monthly payments in the amount of One Thousand Dollars (\$1,000.00) shall be made shall be made commencing on April 1, 2008.

5. Post Agreement Interest. The stipulated amount of this settlement shall incur post agreement interest on the unpaid balance at a rate of nine percent (0.09%) per annum

1 | commencing February 25, 2008.

2 | 6. Default. If payment as set forth above totaling the amount of \$17,500.00, is
3 | not made when due then Defendant shall be deemed to be in default of this Settlement Agreement.
4 | If Defendant has not cured such default within five (5) days thereafter, the entire unpaid amount of
5 | the settlement amount and accrued interest shall then be due and owing.

6 | 7. Continuing Jurisdiction. It is the intent of the parties that the United States
7 | District Court for the Northern Mariana Islands shall have continuing jurisdiction over this matter to
8 | enforce any and all terms and conditions set forth in the Stipulated Agreement..

9 | 8. Release. All parties to this Settlement Agreement agree and understand that,
10 | by executing this agreement, they hereby forever release and discharge one another and their heirs,
11 | executors, administrators, successors and assigns, of and from each and every claim, cause of action
12 | and demand, of whatever kind and nature, whether known or unknown, arising out of the dispute set
13 | forth in the Complaint filed in this action, including but not limited to, the claims asserted in and any
14 | claim for attorneys' fees or costs, which against the other parties, or any of them, or any of their
15 | present and former agents, servants, employees, attorneys, consultants, advisors, owners, partners,
16 | parents, heirs, administrators, executors, successors and assigns, the parties, or any of them, or their
17 | heirs, administrators, executors, successors or assigns, individually, collectively, or in any other
18 | manner, ever had, now have or hereafter can, shall or may have, for, upon or by reason of any matter,
19 | cause, act or thing whatsoever from the beginning of the world to the date of this agreement, except
20 | that each party may enforce this Settlement Agreement according to its terms.

21 | 9. Warranty of No Assignment. Plaintiff warrants and represents that she has not
22 | assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any
23 | portion of any claim or interest in any claim that she may have had relating to the allegations which
24 | is the subject of the agreement.

25 | 10. Agreement Binding. This agreement and each and every term, covenant,
26 | condition and effect of it, including the waiver, discharge and release contained in shall be binding
27 | upon and shall inure to the benefit of the respective heirs, executors, administrators, representatives,
28 | assigns and successors in interest of the parties to this agreement.

1 11. Time of the Essence. All parties agree and acknowledge that time is of the
2 essence in this agreement.

3 12. Attorneys' Fees. If either party to this agreement shall be required to seek the
4 assistance of the Court to enforce any portion of this agreement, then the prevailing party shall be
5 entitled to recover his costs in bringing such action including his attorney fees from the other party.

6 13. Individual Warranty. Each individual party to this agreement hereby
7 acknowledges and affirmatively represents and warrants that he has full legal capacity, power and
8 authority to enter into this agreement and that this agreement constitutes a valid and binding
9 obligation as to him enforceable in accordance with its terms. Each individual party further
10 represents that his or her attorney of record has been authorized to enter into this agreement on his
11 behalf.

12 14. Rules of Construction. In entering into this agreement, the parties represent
13 that the terms of this agreement have been completely read, translated and explained to them by their
14 attorneys and that such terms are fully understood and voluntarily accepted by them. Each party and
15 counsel for each party has reviewed and negotiated this agreement, and accordingly, the rule of
16 construction to the effect that any ambiguities are to be resolved against the drafting party shall not
17 be employed in the interpretation of this agreement.

18 15. Counterparts. Counterparts of this agreement may be executed for the
19 convenience of the parties to this agreement and each counterpart shall be deemed to be an original
20 instrument.

21 16. Choice of Law. This agreement shall be construed in accordance with the laws
22 of the Commonwealth of the Northern Mariana Islands.

23 17. Amendment. This agreement may not be amended or altered except by an
24 express writing signed by the parties.

25 18. No Waiver. The failure by any party to this agreement to insist upon strict
26 performance of any of the terms and conditions of this agreement shall not be deemed a waiver of any
27 of the rights or remedies that such party may have, and shall not be deemed a waiver of any
28 subsequent breach or default. To be effective, any waiver with regard to this agreement must be in

1 writing and signed by the party granting the waiver. Any such waiver shall apply only to the matter
2 or instance specifically waived.

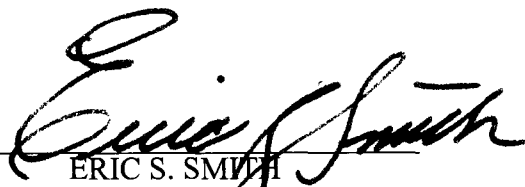
3 19. Entire Agreement. This agreement when executed and delivered, sets forth the
4 entire agreement between the parties to this agreement relating to the subject matter of this agreement
5 and supersedes any and all prior communications, agreements, and understandings pertaining to the
6 subject matter of this agreement, except at to those areas within this agreement that requires any of
7 the parties to enter into separate agreements.

8 20. Upon execution of this agreement, the Plaintiff shall file a dismissal of the
9 action.

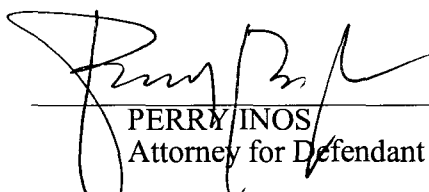
10
11 **IN WITNESS WHEREOF**, Plaintiff and Defendant through their respective counsel
12 have executed this Settlement Agreement as follows:

13 RESPECTFULLY SUBMITTED.

14
15 Date: 3/12/08

16 
ERIC S. SMITH
Attorney for Plaintiff

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18
19 Date: 3/11/08

20 
PERRY INOS
Attorney for Defendant